

Agenda Item Form

Agenda Date: 07/07/04

Districts Affected: Citywide

Dept. Head/Contact Information: Information Technology, Tony Montoya, (915) 541-4288

Type of Agenda Item:

- ☐ Resolution
- ☐ Tax Installment Agreements
- ☐ RFP/ BID/ Best Value Procurement
- ☐ Application for Facility Use
- ☐ Interlocal Agreements
- ☒ Other Personal Services Contracts

- ☐ Staffing Table Changes
- ☐ Tax Refunds
- ☐ Budget Transfer
- ☐ Bldg. Permits/Inspection
- ☐ Contract/Lease Agreement

- ☐ Board Appointments
- ☐ Donations
- ☐ Item Placed by Citizen
- ☐ Introduction of Ordinance
- ☐ Grant Application

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Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: _____

Legal:

- ☐ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☐ High ☒ Medium ☐ Low # of days: _____

Why is this item necessary:

Individuals' contracts are being renewed for positions of Senior Telecommunications Specialist and Telecommunications Specialists. They are currently assigned to the Public Safety Technology office and work on all voice communication systems (radio, telephones, and microwave). Contract employees, contracts must be approved by City Council before she can assume her duties.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Compensation for these Individuals will be as follows:

<u>Armando Almanza:</u>	<u>\$1216.87</u>	<u>Telescom Specialist I</u>
<u>Marcos Guerrero:</u>	<u>\$1576.66</u>	<u>Senior Telecom Specialist</u>
<u>Emilio Natividad:</u>	<u>\$1522.17</u>	<u>Senior Telecom Specialist</u>
<u>Camerino Gonzalez</u>	<u>\$1487.09</u>	<u>Senior Telecom Specialist</u>
<u>Adrianna Serrano-Laredo</u>	<u>\$1602.43</u>	<u>Senior Telecom Specialist</u>
<u>Tommy Yanez</u>	<u>\$1482.55</u>	<u>Senior Telecom Specialist</u>

Statutory or Citizen Concerns:

None

Departmental Concerns:

Department needs to have these resources in place due in order to provide continued communications support for all City of El Paso public safety entities.

84 31 04 I 700 5082
CITY CLERK DEPARTMENT

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **MARCOS GUERRERO**, to assist the Information Technology Department as a Senior Telecommunications Specialist at a biweekly rate of \$1,576.66 for 40 hours per week. The term of the contract shall be for the period of July 7, 2004 through July 6, 2006.

APPROVED this 7th day of July, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **MARCOS GUERRERO**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the Information Technology Department, desires to employ the Employee as a Senior Telecommunications Specialist; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the Information Technology Department, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about July 7, 2004 and be completed by July 6, 2006.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of One Thousand Five Hundred Seventy-Six and 66/100 Dollars (\$1,576.66). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an non-exempt employee under FLSA and is eligible for overtime pay. In the event that Employee works in excess of forty (40) hours per week, Employee shall be paid overtime in accordance with the Fair Labor Standards Act. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be

eligible to continue to participate in and receive the benefits of those Plans in the same manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, he shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will he make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be performed is in the Information Technology Department, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out his duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent

by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee
at the following addresses:

CITY: City of El Paso
Information Technology Department
Attn: Director
#2 Civic Center Plaza
El Paso, Texas 79901

EMPLOYEE: Marcos Guerrero

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 7th day of July, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Marcos Guerrero
SSN:

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Tony Montoya, Director
Information Technology Department

ATTACHMENT A
SCOPE OF DUTIES STATEMENT

SENIOR TELECOMMUNICATIONS SPECIALIST

EL PASO CONTRACT POSITION)

Summary

Under direction, perform difficult and unusual installation, maintenance and configuration of two-way radio, telephone switching and microwave systems for voice and data communication, including automatic vehicle location (AVL), global positioning and voice-over Internet Protocol (IP) enabled telephone switching systems; and act as coordinator of complex projects as required.

Typical Duties

Perform diagnostic, remedial and preventive maintenance and installation of telecommunications equipment and systems. Involves: Inspect, maintain, troubleshoot, and repair mobile and base station radio communications equipment and accessories, point-to-point digital microwave terminals and repeaters including transmission lines and antennas and emergency backup power systems at City-owned radio sites.

Perform any other high and low voltage voice and data communication systems installation, maintenance and configuration, and recommend and arrange changes in service and system components as necessary. Involves: Program telephone switches and key equipment. Install, program, dispense and troubleshoot telephone and voice and data radio communication units.

Perform project implementation and management when assigned. Involves: Direct designated project subordinates as required for installation of network facilities for Private Branch Exchange (PBX) integration for voice and data applications, and of voice and mobile data terminals (MDT) radios, and AVL systems by assigning, instructing in and checking work as well as providing technical guidance to team members and end users to overcome difficulties encountered. Participate in planning, which includes preparing milestone schedules and timeline reports. Assist with training and development activities and enforcement of personnel rules and regulations, standards of conduct and work attendance, and safe working practices. Provide input to supervisors on performance of individuals while assigned to projects.

Perform miscellaneous related duties as required. Includes: Prepare Federal Communications Commission logs of system performance. Document system repairs and keep records of items returned for depot repair. Work closely with vendors to resolve network communications, voice and related problems.

Minimum Qualifications:

Training and Experience: Equivalent to a combination of graduation from high school or General Educational Development (GED) supplemented by two (2) years of trade or vocational school electronics coursework, plus four (4) years of experience installing, maintaining or configuring telecommunications systems, at least two (2) years of which included regularly working on radio, telephone and data communications hardware and software.

Licenses and Certificates: Valid Texas Class "C" Driver's License or equivalent issued by another state, and Basic Radio Installation Certification required at time of appointment. Must obtain Mobile Electronic Professional Certification and complete one (1) department approved manufacturer's or vendor's certified training program in installed hardware or software (for example, data applications, telephone or security systems integration, or cabling) within one (1) year following appointment. Must obtain Master Radio Installation Certification within eighteen (18) months following appointment.

Special Requirements: Be available for work beyond standard workday or workweek hours as necessary.

MARCOS GUERRERO

~~5528 MANCOURT~~

~~1100, 1101, 1102~~

~~(510) 1100, 1101, 1102~~

OBJECTIVE

A position in the radio/communications field utilizing my management and technical training and experience to meet the companies communications goals.

PROFESSIONAL EXPERIENCE SUMMARY

Twenty years of communications experience in the planning, conduct of support operations on new GTE digital radio and telephone equipment. Supervised the maintenance of FM radios, switchboards, and telephones. Fluent in Spanish. Possess working knowledge in the following: IBM compatible and laptop computers, MS-DOS, Word, Excel. Also in fixed satellite communications and Motorola fixed, portable and programmable radios.

ACHIEVEMENTS

Communications Specialist
City of El Paso, El Paso, Texas

1999-Present

Provide services to telephone, radio communications equipment. Program telephone, fax machines and related equipment according to layout plans, customizing system configuration by moving and changing and reassigning telephone numbers, operating and testing equipment to determine correct installation or elimination of malfunctions, maintaining security access for voice systems in the Definity Telephone System and also the Modular Messaging System. Dispense and troubleshoot telephone and radio communications units to include the Automatic Vehicle Location System. Involves, receiving and issuing radios to employees, visiting sites to inspect, locate and diagnose operational problems, performing minor maintenance tasks such as replacing and cleaning affected units; ascertaining and referring repairs to be made by contracted repair service; maintaining records of system equipment, maintenance charges, repair status and history.

Lift Operator
City of El Paso, El Paso, Texas

1998-1999

Operator of City bus for the disable. Curb to curb service of boarding and de-boarding of disable personnel for appointments, personnel and recreational activities. Responsible for the welfare of disable personnel to include wheel chair passengers arriving safely to their destination, assisting personnel to the de-boarding to their place of appointment day and night to include in climate weather. Assisting correct payment and next pick up of personnel. Responsible for the preventive maintenance of bus and having mechanic correct problems.

Voucher Examiner
DFAS, WSMR, New Mexico

1996-1998

Responsible for the payment of a variety of commercial account transactions. Examine and compute payments, manually and by computer method, determines entitlements and processes payment within the time frame specified, giving particular attention to payments subject to discounts and interest penalties with a 97% degree of accuracy. Correspondence is in person and by phone with personnel from contractors, other governments agencies, other organizations and associates in the Defense Finance and Accounting Service.

Laborer
Contractors Flooring Inc., El Paso, Texas

1995-1996

Responsible for purchasing ordering of materials and equipment for a carpet, tile and ceramic tile distributing company. Supervised accurate accounting of all documents being processed in all purchases been shipped or received at a 95% level. Coordinated correct documentation needed for personnel going out to work sites and out of town to include expenses, vehicle passes to government facilities. Operated forklift for the loading and unloading of rolls of carpet, boxes of tile, ceramic tile into the proper vehicle been a ¼ ton and above for shipping or receiving of materials in the warehouse.

Communications Supervisor
U.S. Army, Ft. Riley, Kansas

1994-1995

Supervised twenty-eight personnel for a field artillery unit. Supervised the installation of high grade field, wire, from switchboard to telephones to include government facilities to the telephone terminals located inside. Supervised the installation and troubleshooting of FM, digital radios, switchboards and digital telephones, digital fax. Insured that all radios were turned in for maintenance and all radio equipment was calibrated properly.

Instructor/writer
U.S. Army, Ft. Sill, Oklahoma

1989-1992

Instructed workers, supervisors and managers on the new GTE digital radio, telephone and computer. Instructed class on the troubleshooting techniques on the digital equipment valued at \$23,000,000.00. Counsel entry level students on academic deficiencies and assigned remedial training. Reviewed training products/electronics equipment for technical accuracy/conformance with training objectives. Enforced safety rules.

Classified Document Supervisor
U.S. Army, Athens, Greece

1985-1988

Supervised the accounting for, safeguarding, transported, stored, inventoried and destroying of classified government documents and materials. Used sensitive, classified communications codes, documents and equipment. Received commendable results from higher managers for conducting quarterly inspections. Responsible for the use of sensitive, classified documents and equipment for eight out line sites.

Communications Operator/Repairer
U.S. Army, Ft. Bliss, Texas

1982-1985

Operated and repaired the communications equipment that was used with the Patriot Air Defense System. Installed communications systems in vehicles of 1 ¼ ton and above. Tested and repaired radio/telephone equipment with technical manuals schematics, and manufacture's specifications. Installed, tested, adjusted, modified and repaired communications systems. Used hand tools and a variety of soldering techniques. Specialized in testing, repairing radio equipment in government facilities.

EDUCATION

- . Project 2000-Level 1, New Horizons Computer Learning Centers, El Paso Texas, 2003
- . Federal Communications Commissions (FCC) license, Transmountain Community College, El Paso Texas, 2000
- . Diploma, Alice High School, Alice Texas, 1974
- . Advanced Noncommissioned Officers Course (Honor Graduate), U.S. Army Signal Corps, Ft. Gordon, GA. 1989
- . Instructor Training Course, U. S. Army Field Artillery School, Ft. Sill, OK, 1989
- . Communications Security Course, Bad Tolez, Germany, 1988
- . Basic Technical Communications Course, U. S. Army Field Artillery School, Ft. Sill, OK, 1985
- . Diploma, Primary Leadership Development Course, U.S. Army Air Defense Artillery School, Ft. Bliss, Texas, 1983